

AUG 25 1978 2 10 PM

SULLIVAN & WORCESTER  
1025 CONNECTICUT AVENUE, N. W.  
WASHINGTON, D. C. 20036  
(202) 293-6170

INTERSTATE COMMERCE COMMISSION

August 25, 1978

IN BOSTON, MASS.  
100 FEDERAL STREET  
BOSTON, MASS. 02110  
(617) 338-2800

FEE OPERATION BR.

I.C.C.

AUG 25 2 07 PM '78

RECEIVED

Mr. H. G. Homme  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Homme:

Enclosed for filing with, and recording by the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, are an original and three (3) executed counterparts of an interim purchase money security agreement between ACF Industries, Incorporated, 750 Third Avenue, New York, N.Y., and Itel Corporation-Rail Division, Two Embarcadero Center, San Francisco, California, covering the following equipment:

Fifty (50) 70-ton 89'4" All Purpose Flat  
Cars, Bearing Identifying Numbers  
PW 105001 through 105050, both  
inclusive.

Upon execution of an appropriate lease, the following identification marks will appear on all of the foregoing agreement:

The words "Property of and leased from  
\_\_\_\_\_ subject to an agreement  
filed under the Interstate Commerce  
Act, Section 20c," printed on each  
side of the unit.

Also enclosed is our firm's check in the sum of \$50.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return the copies of the enclosed counterparts, not required by the ICC, such counterparts being stamped with

8-237A037

DATE AUG 25 1978

Fee \$ 50

ICC Washington, D. C.

*Counterpart - John D. Anger*

Mr. H. G. Homme  
August 25, 1978  
Page 2

the ICC recordation data, to the representative of our firm  
who will be delivering this letter.

Yours truly,

A handwritten signature in cursive script, appearing to read "David M. Schwartz".

David M. Schwartz  
Attorney for  
Intel Corporation-Rail Division

Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

**David M. Schwartz**  
**Sullivan & Worcester**  
**1025 Connecticut Avenue, N. W.**  
**Washington, D. C. 20036**

Dear **Mr. Schwartz:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **August 25, 1978** at **2:10 pm** ,  
and assigned recordation number(s) **9663**

Sincerely yours,

H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

INTERIM PURCHASE MONEY SECURITY AGREEMENT

AUG 25 1978 -2 10 PM

ACF INDUSTRIES, INCORPORATED ("Secured Party") with principal INTERSTATE COMMERCE COMMISSION offices at 750 Third Avenue, New York, New York, and Itel Corporation - Rail Division ("Debtor"), with offices at Two Embarcadero Center, San Francisco, California, hereby agree as follows:

WHEREAS, Secured Party has entered into a certain Purchase Agreement with Debtor, for the construction and delivery of certain railroad equipment, more fully described hereinbelow, and

WHEREAS, in furtherance of an arrangement for the leasing of said equipment to Itel Corporation - Rail Division, Itel Corporation - Rail Division has assigned its rights under said purchase agreement to Pittsburgh National Bank,

NOW THEREFORE, it is agreed that Secured Party hereby retains and Debtor hereby grants a continuing security interest under the Interstate Commerce Act and the Uniform Commercial Code in the Collateral described hereinbelow to secure the performance of payment of all obligations and indebtedness of Debtor to Secured Party.

The collateral of this Security Agreement is railroad rolling stock equipment of the following description:

50 - 70-Ton 89'4" All Purpose  
Flat Cars, bearing Identifying  
numbers PW 105001 through 105050  
both inclusive.

Secured Party shall, at its expense, cause this Security Agreement to be recorded as may be required by law in order to fully preserve and protect the rights of Secured Party hereunder.

Following payment in full of the purchase price for the Collateral, the Secured Party will, at its own expense, file, register, record or deposit in all necessary offices, such instrument or instruments in writing as may be necessary or appropriate in order to then make clear upon the public records the satisfaction, release and termination of the security interest created hereby.

(SEAL)

ACF INDUSTRIES, INCORPORATED

By: Guan a Burns  
Secured Party

(SEAL)

ITEL CORPORATION - RAIL DIVISION

By: Edward P. Schneider  
Debtor

CONSENT AND AGREEMENT:

(SEAL)

PITTSBURGH NATIONAL BANK

By: Will C. Ziff

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this 8 th day of August, 1978, before me personally appeared Ivan A. Burns, to me personally known, who being by me duly sworn, says he is a Vice President of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

  
Notary Public

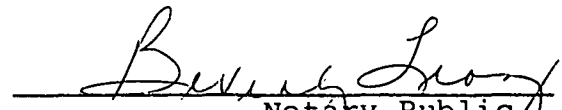
EDWIN F. MEYER  
NOTARY PUBLIC, State of New York  
No. 30-7917803  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1980

My commission expires:

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this 22nd day of August, 1978, before me personally appeared EDWARD P. SCHNEIDER, to me personally known, who being by me duly sworn, says that he is a Vice President of ITEL Corporation - Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

  
Notary Public

My commission expires:

